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2 **P.A.**

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13 10-25775

14 **IN THE UNITED STATES BANKRUPTCY COURT**

15 **FOR THE DISTRICT OF ARIZONA**

16 IN RE:

17 Judith Donnelson

18 Debtor.

19 Deutsche Bank National Trust Company, as Trustee
20 for Morgan Stanley ABS Capital I Inc. Trust 2006-
21 HE3 by its Attorney in fact Wells Fargo Bank, N.A.

22 Movant,

23 vs.

24 Judith Donnelson, Debtor, Robert A. MacKenzie,
25 Trustee.

26 Respondents.

**IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.**

The party obtaining this order is responsible for
noticing it pursuant to Local Rule 9022-1.

Dated: October 19, 2010



Randolph J. Haines

RANDOLPH J. HAINES
U.S. Bankruptcy Judge

No. 2:10-BK-28552-RJH

Chapter 7

ORDER

(Related to Docket #10)

23 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
24 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
25 and no objection having been received, and good cause appearing therefor,

26 **IT IS HEREBY ORDERED** that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated December 12, 2005 and recorded in the office of
3 the Maricopa County Recorder wherein Deutsche Bank National Trust Company, as Trustee for Morgan
4 Stanley ABS Capital I Inc. Trust 2006-HE3 by its Attorney in fact Wells Fargo Bank, N.A. is the current
5 beneficiary and Judith Donnelson has an interest in, further described as:

6 LOT 59, DAVE BROWN NORTH UNIT 8, PHASE ONE, according to Book 245 of Maps, Page
7 17, records of
8 Maricopa County, Arizona.

9 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
15 to which the Debtor may convert.
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